

I talian, 5100

AGREEMENT

SEP 21 2 34 PM '96  
RECEIVED  
ALCOHOLIC BEVERAGE  
CONTROL DIVISION

Made this 21<sup>st</sup> day of September, 1996, by and between MacArthur Foods, Inc., t/a Listrani's Italian Gourmet (hereinafter "Listrani's") and Advisory Neighborhood Commission (ANC) 3D (herein after "ANC").

WHEREAS, Listrani's has filed with the District of Columbia Alcoholic Beverage Control (ABC) Board (hereinafter "the Board") an application for renewal of a Retailer's license Class DR, authorizing the sale of wine and beer, only, for on-premises consumption; and

WHEREAS, by letter dated September 11, 1996, the ANC lodged with the Board a protest of said renewal application; and,

WHEREAS, the parties subsequently have negotiated in an effort to resolve the issues raised by ANC's objections to renewal of the license; and,

WHEREAS, the parties desire to enter into a voluntary agreement, pursuant to 23 D.C.M.R. Section 1513, commemorating their several agreements;

NOW, THEREFORE, the parties agree as follows:

1. Sale of wine and beer at Listrani's will be limited to dining patrons. In no event will service of wine and beer be made to persons other than those visiting Listrani's for bona fide food service.

2. Listrani's dining room opens at 11:00 a.m. daily and admits patrons for food service until 10:00 p.m. Sunday through Thursday evenings, and until midnight on Friday and

Saturday evenings. No customers shall be admitted after those hours.

3. Listrani's will undertake all reasonable good faith measures to maintain its arrangement for use of the St. John's Child Development Center parking lot (5005 MacArthur Boulevard, N.W.) after 5:00 p.m. daily. By use of window and menu notices, and "table tents," Listrani's will encourage its patrons to utilize the St. John's parking lot or to otherwise park only legally. In the event that, notwithstanding reasonable, good faith efforts by Listrani's to perpetuate the St. John's arrangement, the same cannot be maintained, Listrani's will undertake all reasonable, good faith measures to secure comparable substitute parking arrangements. If a Listrani's patron blocks a driveway, a Listrani's manager, immediately upon notification, will make a restaurant-wide announcement in order to identify the driver and secure removal of the vehicle.

4. Listrani's employees (the term "employees" being understood to include, for purposes of this paragraph and paragraph 7, Mr. Listrani and his family, managers and Listrani's food delivery drivers) shall be prohibited from parking: in the 5300 block of Dana Place, N.W.; in the 5000 block of Dana Place, N.W.; in front of 5041 and 5043 Dana Place, N.W.; on Sherrier Place north of Cushing Place N.W.; in the 5000 block of MacArthur Boulevard, or illegally at any location. Listrani's employees shall be instructed to park on the north side (only) of the 5000 block of Dana Place N.W. (except in front of 5041 and 5043 Dana

Place, N.W.), in the 5100 block of MacArthur Boulevard, N.W. or on the St John's lot after 5:00 p.m. on weekdays and on weekends. Listrani's food delivery vehicles shall not travel in the 5300 block of Dana Place, N.W. at any time.

5. Listrani's shall instruct its vendors not to permit their delivery vehicles to travel in the 5300 block of Dana Place, N.W. at any time. After taking into account neighborhood wishes, the ANC and Listrani's in good faith jointly shall request the District of Columbia Department of Public Works to extend in a northern direction (toward Maryland) the loading zone presently located on MacArthur Boulevard, N.W. by a length at least equal to the length of the previous Dana Place, N.W. loading zone. From the date hereof, Listrani's will refuse to accept deliveries from vendors whose vehicles are parked, legally or illegally, in the 5300 block of Dana Place, N.W., or in the 5000 block of MacArthur Boulevard, N.W. Such activities shall be restricted to the loading zone in the 5100 block of MacArthur Boulevard, N.W.

6. In order to minimize disruption to the immediate neighborhood, Listrani's shall undertake such reasonable measures as are required to prevent neighborhood nuisances including the loud playing of music, honking of horns, loitering (including, but not limited to drinking, littering, eating, partying, picnicking, inappropriate display of affection and urinating), illegal operation of vehicles, repairing, washing or polishing of

vehicles, or other forms of disruptive or inappropriate conduct on the part of employees or persons associated with employees.

7. All Listrani's trash/garbage pick-ups and vendor deliveries shall be made between 8:00 a.m. and 6:00 p.m. Monday-Friday and 9:00 a.m. and 6:00 p.m. Saturdays. No trash/garbage pick-up or vendor deliveries will be permitted on Sundays.

8. At all times, Listrani's shall keep the perimeter of its premises reasonably clean and free of garbage, grease and litter, in particular, but not limited to, the area surrounding the garbage/trash room. Listrani's shall use a cleaning agent (non-damaging to pavement or vegetation) to remove all grease, garbage residue and stains from the adjacent paved areas to eliminate safety hazards for pedestrians; to ensure sanitary pest and rodent-free conditions; and to prevent the grease, garbage and litter from being washed onto and defacing adjoining properties. In the event that debris, grease or other residue is washed onto any adjoining properties, Listrani's will take prompt measures with notification to and permission from affected property owners to remove the offending materials and to restore safe, sanitary conditions, providing that such affected property owners release Listrani's from any liabilities arising from good-faith, reasonable efforts to so remove and restore.

9. In the event of breaches of the conditions recited in this Agreement, Listrani's will endeavor to investigate and rectify such matters as are reported to it by ANC or such representatives of ANC as shall be designated by the ANC (subject

to qualifications set forth in certain September 21, 1994 correspondence). Such reports or breaches shall be as prompt and specific as reasonably possible, including date, time, place and description of persons/vehicles involved. Although it is preferable that such reports be in writing, the parties recognize that the circumstances of particular events may be such that written reports are not practical. Listrani's agrees to undertake such reasonable measures, including consideration of suspension or termination of offending employees or termination of vendor relationships, as reasonably are necessary to enforce and give effect to the conditions of this Agreement. Upon request of ANC, Listrani's will provide ANC with written advice of the action or actions taken to rectify, and/or to preclude repetition of, any breach of the conditions of this Agreement reported in the manner herein provided.

10. The parties request that the text of the instant Agreement be incorporated in an order of the Board granting Listrani's renewal application, conditioned upon Listrani's compliance with the terms hereof.

11. Listrani's acknowledges that failure to adhere to the foregoing commitments will constitute grounds for the ANC to petition the ABC Board for issuance of an Order to Show Cause, pursuant to 23 D.C.M.R. 1513.5, to gain Listrani's compliance with the terms of this Agreement. Prior to so petitioning, however, the ANC shall notify Listrani's of any perceived violations and afford Listrani's a minimum of seven (7) calendar


days in which to address or rectify the perceived violation. The foregoing remedy is without prejudice to any other remedies available to property owners and residents.

12. In consideration of, and reliance upon, the foregoing commitments by Listrani's, the ANC requests that its protest of Listrani's application for renewal of its Retailer's License Class DR be deemed withdrawn.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day first above written.


MacARTHUR FOODS, INC.

By:

  
Richard T. Listrani  
President

ADVISORY NEIGHBORHOOD COMMISSION 3D

By:

  
Eleanor Roberts Lewis  
Commissioner 3D-05

AGREEMENT

Made this 21<sup>st</sup> day of September, 1994, by and between MacArthur Foods, Inc., t/a Listrani's Italian Gourmet (hereinafter "Listrani's") and Advisory Neighborhood Commission (ANC) 3D (hereinafter "Protestant").

WHEREAS, on February 28, 1994, Listrani's filed with the District of Columbia Alcoholic Beverage Control (ABC) Board (herein after "the Board") an application for renewal of a Retailer's license Class DR, authorizing the sale of wine and beer, only, for on-premises consumption; and,

WHEREAS, by letter bearing date May 16, 1994, ANC 3D lodged with the Board a protest of said renewal application; and,

WHEREAS, the parties subsequently have negotiated in an effort to resolve the issues raised by Protestant's objections to renewal of the license; and,

WHEREAS, the parties desire to enter into a voluntary agreement, pursuant to 23 D.C.M.R. Section 1513, commemorating their several agreements;

NOW THEREFORE, the parties agree as follows:

1. Sale of wine and beer at Listrani's will be limited to dining patrons. In no event will service of beer and wine be made to parties other than those visiting Listrani's for bona fide food service.

2. Listrani's dining room opens at 11:00 a.m. daily and admits patrons for food service until 10:00 p.m. Sunday through Thursday evenings, and until midnight on Friday and Saturday evenings. No customers

shall be admitted after those hours.

3. Listrani's will undertake all reasonable good faith measures to maintain its arrangement for use of the St. John's Child Development Center parking lot (5005 Macarthur Boulevard, N.W.) after 5:00 p.m. daily. By use of window and menu notices, and "table tents," Listrani's will encourage its patrons to utilize the St. John's parking lot or to otherwise park only legally. In the event that, notwithstanding reasonable, good faith efforts by Listrani's to perpetuate the St. John's arrangement, the same cannot be maintained, Listrani's will undertake all reasonable, good faith measures to secure comparable substitute parking arrangements. If a Listrani's patron blocks a driveway, a Listrani's manager, immediately upon notification, will make a restaurant-wide announcement in order to identify the driver and secure removal of the vehicle.

4. Listrani's employees (the term "employees" being understood to include, for purposes of this paragraph and paragraph 7, Mr. Listrani and his family, managers and Listrani's food delivery drivers) shall ~~be prohibited from parking~~ *ordered not to park* in the 5300 block of Dana Place, N.W.; in the 5000 block of Dana Place, N.W. in front of 5041 and 5043 Dana Place, N.W.; on Sherrier Place, N.W., north of Cushing Place, N.W.; in the 5000

block of MacArthur Boulevard, N.W.; or illegally at any location. Listrani's employees shall be instructed to park on the north side (only) of the 5000 block of Dana Place, N.W. (except in front of 5041 and 5043 Dana Place, N.W.), in the 5100 block of Mac Arthur Boulevard N.W. or on the St. John's lot after 5:00 p.m. on weekdays and on weekends. Listrani's food delivery vehicles shall not travel in the 5300 block of Dana Place, N.W. at any time.

5. Listrani's shall <sup>advise its vendors</sup> ~~instruct its vendors~~ not to permit their delivery vehicles to travel in the 5300 block of Dana Place, N.W. at any time. The ANC and Listrani's in good faith jointly shall request that the District of Columbia Department of Public Works abolish the loading zone located on Dana Place, N.W.

immediately adjacent to Listrani's, and extend in a northern direction (toward Maryland) the loading zone presently located on MacArthur Boulevard N.W. by a length at least equal to the length of the present Dana Place, N.W. loading zone. From the date hereof, Listrani's <sup>may</sup> ~~will~~ refuse to accept deliveries from vendors whose vehicles are parked, legally or illegally, in the 5300 block of Dana Place, N.W., or in the 5000 block of MacArthur Boulevard, N.W. Such activities shall be restricted to the loading zone in the 5100 block of MacArthur Boulevard, N.W.

6. In order to minimize disruption to the immediate neighborhood, Listrani's shall undertake such reasonable measures as are required to prevent neighborhood nuisances including the loud playing of music, honking of horns, loitering (including, but not limited to drinking, littering, eating, partying, picnicking inappropriate displays of affection and urinating), illegal operation of vehicles, repairing, washing or polishing of vehicles, or other forms of disruptive or inappropriate conduct on the part of employees or persons associated with employees.

7. All Listrani's trash/garbage pick-ups and vendor deliveries shall be made between 8:00am and 6:00pm Monday-Friday and 9:00am and 6:00pm Saturdays. No trash/garbage pick-ups or vendor deliveries will be permitted on Sundays.

8. At all times, Listrani's shall keep the perimeter of its premises reasonably clean and free of garbage, grease and litter, in particular, but not limited to, the area surrounding its garbage/trash room. Listrani's shall <sup>not wash onto</sup> ~~use a cleaning agent (non-~~  
~~damaging to pavement or vegetation)~~ <sup>the adjacent</sup> ~~to remove all~~  
~~grease, garbage residue and stains from the adjacent~~  
paved areas to eliminate safety hazards for pedestrians; to ensure sanitary pest and rodent-free conditions; and to prevent the grease, garbage, and

litter from being washed onto and defacing adjoining properties. In the event that debris, grease or any other residue is washed onto any adjoining properties, Listrani's <sup>will be notified of the debris problem and</sup> will take prompt measures with notification to and permission from affected property owners to remove the offending materials and to restore safe, sanitary conditions, providing that such affected property owners release Listrani's from any liabilities arising from good-faith, reasonable efforts to so remove and restore.

9. In the event of breaches of the conditions recited in this Agreement, Listrani's will endeavor to investigate and rectify such matters as are reported to it by Protestant or such representatives of Protestant as shall be designated by the Protestant. Such reports of breaches shall be as prompt and specific as reasonably possible, including date, time, place and description of persons/vehicles involved. Although it is preferable that such reports be in writing, the parties recognize that the circumstances of particular events may be such that written reports are not practical. Listrani's agrees to undertake such reasonable measures, including consideration of suspension or termination of offending employees or termination of vendor relationships, as reasonably are necessary to enforce and give effect to the conditions

of this Agreement. Upon request of Protestant, Listrani's will provide Protestant with written advice of the action or actions taken to rectify, and/or to preclude repetition of, any breach of the conditions of this Agreement reported in the manner herein provided.

10. The parties request that the text of the instant Agreement be incorporated in an order of the Board granting Listrani's renewal application, conditioned upon Listrani's compliance with the terms hereof.

11. Listrani's acknowledges that failure to adhere to the foregoing commitments will constitute grounds for the Protestant to petition the ABC Board for issuance of an Order to Show Cause, pursuant to 23 D.C.M.R. 1513.5, to gain Listrani's compliance with the terms of this Agreement. Prior to so petitioning, however, the Protestant shall notify Listrani's of any perceived violations and afford Listrani's a minimum of seven (7) calendar days in which to address or rectify the perceived violation. The foregoing remedy is without prejudice to any other remedies available to property owners and residents.

12. In consideration of, and reliance upon, the foregoing commitments by Listrani's, Protestant requests that its protests of Listrani's application for renewal of its Retailer's License Class DR be

deemed withdrawn.

IN WITNESS WHEREOF, the parties have affixed hereunto  
their hands and seals on the year and day first above written.

MacARTHUR FOODS, INC.

By: Richard T. Listrani

Richard T. Listrani  
President

ADVISORY NEIGHBORHOOD COMMISSION 3D

By: Eleanor R. Lewis

Eleanor Roberts Lewis  
Chair

BEFORE  
THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:

MacArthur Foods, Inc.  
t/a Listrani Italian Gourmet  
Application for a Retailer's  
License Class DR  
at premises  
5100 MacArthur Blvd., N.W.  
Washington, D.C.

Case No. 549-96038P

Eleanor Robert Lewis, Chair, on behalf of Advisory Neighborhood  
Commission 3D, Protestant

Richard Listrani, President, on behalf of Applicant

BEFORE: BARBARA L. SMITH, ESQUIRE, Chairperson;  
DENNIS BASS, Member  
MARY EVA CANDON, ESQUIRE, Member  
JAMES C. JEFFERSON, Member  
LAVERNE KING, Member  
JAMES L. O'DEA, III, ESQUIRE, Member  
DUANE WANG, Member

ORDER ON WITHDRAWN PROTEST

The application, having been protested, came before the Board for public hearing on October 2, 1996, in accordance with D.C. Code Section 25-115 (c)(5)(1994 Supp.), providing for remonstrants to be heard. Eleanor Robert Lewis, Chair, on behalf of the Advisory Neighborhood Commission 3D, filed a timely protest by letter dated September 11, 1996.

The official records of the Board reflect that the parties have now reached an Agreement which has been reduced to writing, and has been properly executed and filed with the Board.<sup>2/</sup> Pursuant to the Agreement, the Protestant has agreed to withdraw her protest provided, however, that the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

<sup>1/</sup> See Agreement dated September 24, 1996.

MacArthur Foods, Inc.  
t/a Listrani's Italian Gourmet  
Page two

Accordingly, it is this 30<sup>th</sup> day of October 1996, ORDERED  
that:

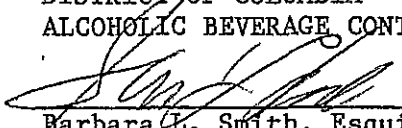
1. The protest of Eleanor Robert Lewis, Chair, on behalf of Advisory  
Neighborhood Commission 3D, be, and the same hereby, is WITHDRAWN;

2. The above-referenced Agreement between the parties be, and the  
same hereby, is INCORPORATED as part of this Order;

4. The application of MacArthur Foods, Inc. t/a Listrani's Italian  
Gourmet for a retailer's license class DR - renewal at premises 5100  
MacArthur Blvd., N.W., be, and the same hereby, is GRANTED; and,

4. Copies of this Order shall be sent to the Protestant and the  
Applicant.

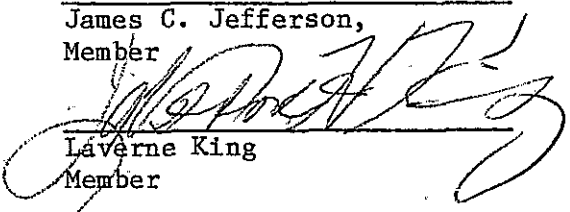
DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD

  
Barbara L. Smith, Esquire  
Chairperson

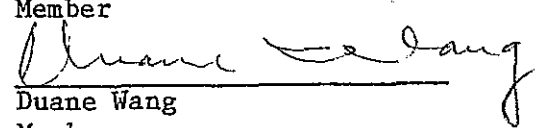
\_\_\_\_\_  
Mary Eva Candon, Esquire  
Member

\_\_\_\_\_  
Dennis Bass  
Member

\_\_\_\_\_  
James C. Jefferson,  
Member

  
Laverne King  
Member

\_\_\_\_\_  
James L. O'Dea, III, Esquire  
Member

  
Duane Wang  
Member

549

AGREEMENT

Made this 8th day of Dec, 19 98 by and between F.G. Farah and Partners, LLC t/a Listrani's Italian Gourmet (hereinafter "Listrani's") and Advisory Neighborhood Commission (ANC) 3D (hereinafter "ANC").

WHEREAS, Listrani's has filed with the District of Columbia Alcoholic Beverage Control (ABC) Board (hereinafter "the Board") an application for a Retailer's license Class DR, authorizing the sale of wine and beer, only, for on-premises consumption; and,

WHEREAS, the parties desire to enter into a voluntary agreement, pursuant to 23 D.C.M.R. Section 1513, commemorating their several agreements;

NOW, THEREFORE, the parties agree as follows:

1. OPERATIONS Sale of wine and beer at Listrani's will be limited to dining patrons. In no event will service of wine and beer be made to persons other than those visiting Listrani's for bona fide food service. Areas of sit-down food service shall not be expanded beyond Listrani's present dining rooms. Listrani's dining room opens at 11:00 a.m. daily and admits patrons for food service until 10:00 p.m. Sunday through Thursday evenings, and until 12:00 midnight on Friday and Saturday evenings. No customers shall be admitted after those hours.

2. PATRON PARKING If a Listrani's patron blocks a driveway, a Listrani's manager, immediately upon notification, will make a restaurant-wide

announcement in order to identify the driver and secure removal of the vehicle. Listrani's has made arrangements with First Union Bank to allow restaurant parking in their lot at 5201 MacArthur Blvd., N.W. after 5:00 p.m. daily. On a continuing basis, by use of window and menu notices and "table tents", Listrani's will encourage its patrons to park in Listrani's off-street parking facility and/or park legally at all times. If Listrani's off-street parking arrangements with First Union Bank become unavailable, Listrani's will secure comparable substitute off-street parking arrangements within sixty (60) days and provide the details of these arrangements, in writing, to the ANC.

3. EMPLOYEE/VENDOR PARKING All Listrani's employees (the term "employees" being understood to include, for purposes of this document, all personnel including, but not limited to, owners, managers, all categories of restaurant workers, and pizza/food delivery drivers), their friends and family members, and repair/maintenance workers, salespeople, and vendors agree to park legally at all times. The aforementioned individuals shall be instructed to park legally in the following locations: the north side of the 5000 block of Dana Place N.W., except in front of 5041 and 5043 Dana Place, N.W.; the 5100 block of MacArthur Boulevard, N.W., and Listrani's off-street parking referenced in Paragraph 2.

Listrani's employees, their friends and family members, and repair/maintenance workers, salespeople, and vendors shall be prohibited from parking in the following locations: the 5000 block of MacArthur Boulevard, N.W.; in front of 5041 and 5043 Dana Place, N.W.; the 5300 block of Dana Place, N.W.; and along Sherrier Place, N.W. between Cushing Place, N.W. and Edmunds Place, N.W. Listrani's shall instruct its pizza/food delivery vehicles not to travel in the 5300 block of Dana Place, N.W. at any time. The

ANC may consider any violation of this travel restriction a breach of this Agreement.

4. DELIVERIES All Listrani's trash/garbage pick-ups and vendor deliveries shall be made between 8:00 a.m. and 6:00 p.m. Monday-Friday and 9:00 a.m. and 6:00 p.m. Saturdays. No trash/garbage pick-up or vendor deliveries will be permitted on Sundays. Listrani's shall instruct its vendors not to permit their vehicles (including, but not limited to, delivery trucks/vans, garbage/trash trucks, repair vans, salesperson's vehicles) to travel in the 5300 block of Dana Place, N.W. or on Sherrier Place, N.W. at any time. From the date hereof, Listrani's will inform its vendors that it does not wish to accept deliveries or services from vendors whose vehicles are parked, legally or illegally, in the 5300 block of Dana Place, N.W., or in the 5000 block of MacArthur Boulevard, N.W. Listrani's will ask that these instructions be placed on the invoice carried by vendor truck drivers. Our mutual goal is that all such activities shall be restricted to vehicles parked legally in the 5100 block of MacArthur Boulevard, N.W. Should an unloading/loading infraction occur, in violation of the aforementioned understanding, a Listrani's manager, with or without notification, will be dispatched immediately to instruct the vendor vehicle(s) to move to an approved area for unloading/loading.

5. LOADING ZONE Having taken into account neighborhood wishes, the ANC and Listrani's in good faith jointly shall request the District of Columbia Department of Public Works to restore the MacArthur Blvd., N.W. loading zone (5104 - 5110 MacArthur Blvd., N.W.) and extend the loading zone an additional twenty-two (22) feet in a northern direction (toward Maryland) to safely accommodate the large transport trucks that make deliveries to Listrani's. During the loading zone's designated hours of operation,

Listrani's will prohibit all employees from parking/standing in the loading zone. Listrani's will strictly enforce this parking prohibition.

6. SAFE VEHICLE OPERATION Listrani's shall require and enforce the safe operation of all vehicles associated with the restaurant and its pizza/food delivery business (to include, but not be limited to, employees, friends and family members of the aforementioned, repair/maintenance workers, salespeople, and vendors). All vehicles shall operate in strict compliance with all motor vehicle, traffic safety, and parking regulations of the District of Columbia at all times in particular, but not limited to, speeding, illegal U-turns and T-turns, blocking intersections and streets, double parking, blocking driveways, illegal parking/standing/loading/unloading in violation of posted signs.

7. NUISANCES In order to minimize disruption to the immediate neighborhood, Listrani's shall undertake such measures as are required to prevent neighborhood nuisances including the loud playing of music, honking of horns, loitering (including, but not limited to, eating, drinking, littering, smoking, partying, picnicking, inappropriate display of affection, and urinating), illegal operation of vehicles, repairing, washing or polishing of vehicles, or other forms of disruptive or inappropriate conduct on the part of Listrani's employees or persons associated with employees including, but not limited to, friends and family members, and repair/maintenance workers, salespeople, and vendors. All employee smoking shall be restricted to Listrani's side stairwell which exits onto MacArthur Blvd., N.W. at the front of 5102 MacArthur Blvd., N.W.

8. DANA PLACE DOOR To lessen Listrani's negative impact on the peaceful enjoyment of their homes by the adjacent neighbors, and once the loading zone referenced in Paragraph 5 is reinstated, Listrani's will endeavor

to reduce its utilization of the rear (Dana Place) door to its premises and move more of its loading/garbage removal/pizza and food delivery activity through their side door and stairwell which enter and exit directly onto MacArthur Blvd., N.W. Furthermore, Listrani's has expressed its intention to consider reconfiguring its lower level, as refrigeration equipment replacement becomes necessary, in order to eliminate utilization of the rear (Dana Place) door and stairwell. It is our mutual goal that all activity connected with Listrani's shall be eventually directed to MacArthur Blvd., N.W. where Listrani's has four (4) entrances/exits.

9. PERIMETER MAINTENANCE At all times, Listrani's shall keep the perimeter of its premises clean and free of all garbage, grease and litter (including paper/plastic cups, beverage cans/bottles, cigarette/cigar butts, paper/cardboard, snack food wrappers, cigarette packages, gum, leaves, etc.), in particular, but not limited to, the area surrounding the garbage/trash room. To prevent defacing and soiling the street and the public sidewalk adjacent to Listrani's trash/garbage room, Listrani's shall comply with the terms and conditions set forth in Richard T. and Eileen Listrani's letter of application for use of the public space to store Listrani's garbage/trash (Letter dated 11/6/86 to Chief of Public Space Permits, Department of Public Works, District of Columbia): [Listrani's will] "Continue to process elimination of garbage in our in-house commercial disposal. Compact solid waste in our in-house commercial compactor, packaging it in heavy duty trash bags. Also we are ordering a special canvass-sided (sic) hand cart to transport trash over the sidewalk to and from the enclosure. Continue use of covered trash containers. Continue daily clean-sweep of sidewalk after trash pick up, including surrounding area, in order to foster a good image of Listrani's with its patrons and the community. Regularly clean and sanitize

the enclosure." Listrani's shall use a cleaning agent (non-damaging to pavement or vegetation) to remove all grease, garbage residue and stains from the adjacent public space, sidewalk, tree lawn, and street; shall take all necessary measures to ensure sanitary, odor free, pest and rodent-free conditions; and shall prevent the grease, garbage and litter from being washed onto and defacing adjoining properties. In the event that debris, grease, litter, or other residue is washed onto any adjoining properties, Listrani's will take prompt measures with notification to and permission from affected property owners to remove the offending materials and to restore safe, sanitary conditions, providing that such affected property owners release Listrani's from any liabilities arising from good-faith, reasonable efforts to so remove and restore.

10. BREACH Listrani's shall notify, in writing, and shall instruct all persons affected by this Agreement, including, but not limited to, employees, repair/maintenance workers, salespeople, and vendors about the terms and conditions of the Agreement. In the event of breaches of the conditions recited in this Agreement, Listrani's will rectify such matters as are reported to it by the ANC, neighbors, or other affected parties. Such reports of breaches shall be as prompt and specific as reasonably possible, including date, time, place and description of persons/vehicles involved including vehicle license tag numbers, if relevant. Upon the receipt of a report of a violation, Listrani's shall dispatch a supervisory employee within ten (10) minutes to verify the violation and take appropriate action to correct the violation. Listrani's agrees to undertake such reasonable measures, including suspension of offending employees or termination of vendor relationships to enforce and give effect to the conditions of this Agreement. A first offense of any of the prohibitions of Paragraphs 3, 6, 7 will be

punished by Listrani's suspension of the subject employee for the employee's next three (3) work shifts. A second offense by the same employee will result in a more severe punishment. Upon request of the ANC and within seven (7) days of the request, Listrani's will provide written advice of the action or actions taken to rectify, and/or to preclude repetition of, any breach of the conditions of this Agreement reported in the manner herein provided.

11. INCORPORATE TEXT The parties request that the text of the instant Agreement be incorporated in an order of the Board granting Listrani's application, conditioned upon Listrani's compliance with the terms hereof.

12. SHOW CAUSE Listrani's acknowledges that failure to adhere to the foregoing commitments will constitute grounds for the ANC to petition the ABC Board for issuance of an Order to Show Cause, pursuant to 23 D.C.M.R. 1513.5, to gain Listrani's compliance with the terms of this Agreement. Prior to so petitioning, however, the ANC shall notify Listrani's of any perceived violations and afford Listrani's a minimum of seven (7) calendar days in which to address or rectify the perceived violation. The foregoing remedy is without prejudice to any other remedies available to property owners and residents.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day first above written.

F.G. Farah and Partners, LLC

By: 

President

ADVISORY NEIGHBORHOOD COMMISSION 3D

By: 

Eleanor Roberts Lewis  
Commissioner 3D-05

## AGREEMENT

Made this 24<sup>th</sup> day of April, 2000 by and between F.G. Farah and Partners, LLC t/a Listrani's Italian Gourmet (hereinafter "Listrani's") and Advisory Neighborhood Commission (ANC) 3D (hereinafter "ANC").

WHEREAS, Listrani's has filed with the District of Columbia Alcoholic Beverage Control (ABC) Board (hereinafter "the Board") an application for the renewal of a Retailer's license Class DR, authorizing the sale of wine and beer, only, for on-premises consumption; and,

WHEREAS, the parties desire to enter into a voluntary agreement, pursuant to 23 D.C.M.R. Section 1513, commemorating their several agreements;

NOW, THEREFORE, the parties agree as follows:

1. OPERATIONS Sale of wine and beer at Listrani's will be limited to dining patrons. In no event will service of wine and beer be made to persons other than those visiting Listrani's for bona fide food service. Areas of sit-down food service shall not be expanded beyond Listrani's present dining rooms. Listrani's dining room opens at 11:00 a.m. daily and admits patrons for food service until 10:00 p.m. Sunday through Thursday evenings, and until 12:00 midnight on Friday and Saturday evenings. No customers shall be admitted after those hours.

2. PATRON PARKING If a Listrani's patron blocks a driveway, a Listrani's manager, immediately upon notification, will make a restaurant-wide announcement in order to identify the driver and secure removal of the vehicle.

3. EMPLOYEE/VENDOR PARKING All Listrani's employees (the term "employees" being understood to include, for purposes of this document, all personnel including, but not limited to, owners, managers, all categories of restaurant workers, and pizza/food delivery drivers), their friends and family members, and repair/maintenance workers, salespeople, and vendors agree to park legally at all times. The aforementioned individuals shall be instructed to park legally in the following locations: the north side of the 5000 block of Dana Place N.W., except in front of 5041 and 5043 Dana Place, N.W.; the 5100 block of MacArthur Boulevard, N.W., and Listrani's off-street parking referenced in Paragraph 2.

Listrani's employees, their friends and family members, and repair/maintenance workers, salespeople, and vendors shall be prohibited from parking in the following locations: the 5000 block of MacArthur Boulevard, N.W.; in front of 5041 and 5043 Dana Place, N.W.; the 5300 block of Dana Place, N.W.; and along Sherrier Place, N.W. between Cushing Place, N.W. and Edmunds Place, N.W. Listrani's shall instruct its pizza/food delivery vehicles not to travel in the 5300 block of Dana Place, N.W. at any time. The ANC may consider any violation of this travel restriction a breach of this Agreement.

4. DELIVERIES All Listrani's trash/garbage pick-ups and vendor deliveries shall be made between 8:00 a.m. and 6:00 p.m. Monday-Friday and 9:00 a.m. and 6:00 p.m. Saturdays. No trash/garbage pick-up or vendor deliveries will be permitted on Sundays. Listrani's shall instruct its vendors not to permit their vehicles (including, but not limited to, delivery trucks/vans, garbage/trash trucks, repair vans, salesperson's

vehicles) to travel in the 5300 block of Dana Place, N.W. or on Sherrier Place, N.W. at any time. From the date hereof, Listrani's will inform its vendors that it does not wish to accept deliveries or services from vendors whose vehicles are parked, legally or illegally, in the 5300 block of Dana Place, N.W., or in the 5000 block of MacArthur Boulevard, N.W. Listrani's will ask that these instructions be placed on the invoice carried by vendor truck drivers. Our mutual goal is that all such activities shall be restricted to vehicles parked legally in the 5100 block of MacArthur Boulevard, N.W. Should an unloading/ loading infraction occur, in violation of the aforementioned understanding, a Listrani's manager, with or without notification, will be dispatched immediately to instruct the vendor vehicle(s) to move to an approved area for unloading/loading.

5. LOADING ZONE Having taken into account neighborhood wishes, the ANC and Listrani's in good faith jointly shall request the District of Columbia Department of Public Works to restore the MacArthur Blvd., N.W. loading zone (5104 - 5110 MacArthur Blvd., N.W.) and extend the loading zone an additional twenty-two (22) feet in a northern direction (toward Maryland) to safely accommodate the large transport trucks that make deliveries to Listrani's. During the loading zone's designated hours of operation, Listrani's will prohibit all employees from parking/standing in the loading zone. Listrani's will strictly enforce this parking prohibition.

6. SAFE VEHICLE OPERATION Listrani's shall require and enforce the safe operation of all vehicles associated with the restaurant and its pizza/food delivery business (to include, but not be limited to, employees, friends and family members of the aforementioned, repair/ maintenance workers, salespeople, and vendors). All vehicles shall operate in strict compliance with all motor vehicle, traffic safety, and parking regulations of the District of Columbia at all times in particular, but not

limited to, speeding, illegal U-turns and T-turns, blocking intersections and streets, double parking, blocking driveways, illegal parking/standing/ loading/unloading in violation of posted signs.

7. NUISANCES In order to minimize disruption to the immediate neighborhood, Listrani's shall undertake such measures as are required to prevent neighborhood nuisances including the loud playing of music, honking of horns, loitering (including, but not limited to, eating, drinking, littering, smoking, partying, picnicking, inappropriate display of affection, and urinating), illegal operation of vehicles, repairing, washing or polishing of vehicles, or other forms of disruptive or inappropriate conduct on the part of Listrani's employees or persons associated with employees including, but not limited to, friends and family members, and repair/maintenance workers, salespeople, and vendors. All employee smoking shall be restricted to Listrani's side stairwell <sup>landmark</sup> which exits onto <sup>Dana Place</sup> MacArthur Blvd., N.W. at the front of 5102 MacArthur Blvd., N.W. 286  
Wm

8. PERIMETER MAINTENANCE At all times, Listrani's shall keep the perimeter of its premises clean and free of all garbage, grease and litter (including paper/plastic cups, beverage cans/bottles, cigarette/cigar butts, paper/cardboard, snack food wrappers, cigarette packages, gum, leaves, etc.), in particular, but not limited to, the area surrounding the garbage/trash room. To prevent defacing and soiling the street and the public sidewalk adjacent to Listrani's trash/garbage room, Listrani's shall comply with the terms and conditions set forth in Richard T. and Eileen Listrani's letter of application for use of the public space to store Listrani's garbage/trash (Letter dated 11/6/86 to Chief of Public Space Permits, Department of Public Works, District of Columbia): [Listrani's will] "Continue to process elimination of garbage in our in-house commercial disposal. Compact solid waste in our

in-house commercial compactor, packaging it in heavy duty trash bags. Also we are ordering a special ... hand cart to transport trash over the sidewalk to and from the enclosure. Continue use of covered trash containers. Continue daily clean-sweep of sidewalk after trash pick up, including surrounding area, in order to foster a good image of Listrani's with its patrons and the community. Regularly clean and sanitize the enclosure." Listrani's shall use a cleaning agent (non-damaging to pavement or vegetation) to remove all grease, garbage residue and stains from the adjacent public space, sidewalk, tree lawn, and street; shall take all necessary measures to ensure sanitary, odor free, pest and rodent-free conditions; and shall prevent the grease, garbage and litter from being washed onto and defacing adjoining properties. In the event that debris, grease, litter, or other residue is washed onto any adjoining properties, Listrani's will take prompt measures with notification to and permission from affected property owners to remove the offending materials and to restore safe, sanitary conditions, providing that such affected property owners release Listrani's from any liabilities arising from good-faith, reasonable efforts to so remove and restore.

9. BREACH Listrani's shall notify and shall instruct all persons affected by this Agreement, including, but not limited to, employees, repair/maintenance workers, salespeople, and vendors about the terms and conditions of the Agreement. In the event of breaches of the conditions recited in this Agreement, Listrani's will rectify such matters as are reported to it by the ANC, neighbors, or other affected parties. Such reports of breaches shall be as prompt and specific as reasonably possible, including date, time, place and description of persons/vehicles involved including vehicle license tag numbers, if relevant. Upon the receipt of a report of a violation, Listrani's shall dispatch a supervisory employee within ten (10) minutes to

verify the violation and take appropriate action to correct the violation. Listrani's agrees to undertake such reasonable measures, including suspension of offending employees or vendor relationships to enforce and give effect to the conditions of this Agreement. Upon request of the ANC ~~and within seven (7) days of the request,~~ ERL  
Wm,  
Listrani's will provide written advice of the action or actions taken to rectify, and/or to preclude repetition of, any breach of the conditions of this Agreement reported in the manner herein provided.

10. INCORPORATE TEXT The parties request that the text of the instant Agreement be incorporated in an order of the Board granting Listrani's application, conditioned upon Listrani's compliance with the terms hereof.

11. SHOW CAUSE Listrani's acknowledges that failure to adhere to the foregoing commitments will constitute grounds for the ANC to petition the ABC Board for issuance of an Order to Show Cause, pursuant to 23 D.C.M.R. 1513.5, to gain Listrani's compliance with the terms of this Agreement. Prior to so petitioning, however, the ANC shall notify Listrani's of any perceived violations and afford Listrani's a minimum of seven (7) calendar days in which to address or rectify the perceived violation. The foregoing remedy is without prejudice to any other remedies available to property owners and residents.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day above written.

F.G Farah and Partners, LLC

By: [Signature]

President  
PARTNER

ANC 3D

By: [Signature]

Chair & Commissioner 3D-05

549

## AGREEMENT

Made this 24<sup>th</sup> day of April, 2000 by and between F.G. Farah and Partners, LLC t/a Listrani's Italian Gourmet (hereinafter "Listrani's") and Advisory Neighborhood Commission (ANC) 3D (hereinafter "ANC").

WHEREAS, Listrani's has filed with the District of Columbia Alcoholic Beverage Control (ABC) Board (hereinafter "the Board") an application for the renewal of a Retailer's license Class DR, authorizing the sale of wine and beer, only, for on-premises consumption; and,

WHEREAS, the parties desire to enter into a voluntary agreement, pursuant to 23 D.C.M.R. Section 1513, commemorating their several agreements:

NOW, THEREFORE, the parties agree as follows:

1. OPERATIONS Sale of wine and beer at Listrani's will be limited to dining patrons. In no event will service of wine and beer be made to persons other than those visiting Listrani's for bona fide food service. Areas of sit-down food service shall not be expanded beyond Listrani's present dining rooms. Listrani's dining room opens at 11:00 a.m. daily and admits patrons for food service until 10:00 p.m. Sunday through Thursday evenings, and until 12:00 midnight on Friday and Saturday evenings. No customers shall be admitted after those hours.

2. PATRON PARKING If a Listrani's patron blocks a driveway, a Listrani's manager, immediately upon notification, will make a restaurant-wide announcement in order to identify the driver and secure removal of the vehicle.

3. EMPLOYEE/VENDOR PARKING All Listrani's employees (the term "employees" being understood to include, for purposes of this document, all personnel including, but not limited to, owners, managers, all categories of restaurant workers, and pizza/food delivery drivers), their friends and family members, and repair/maintenance workers, salespeople, and vendors agree to park legally at all times. The aforementioned individuals shall be instructed to park legally in the following locations: the north side of the 5000 block of Dana Place N.W., except in front of 5041 and 5043 Dana Place, N.W.; the 5100 block of MacArthur Boulevard, N.W., and Listrani's off-street parking referenced in Paragraph 2.

Listrani's employees, their friends and family members, and repair/maintenance workers, salespeople, and vendors shall be prohibited from parking in the following locations: the 5000 block of MacArthur Boulevard, N.W.; in front of 5041 and 5043 Dana Place, N.W.; the 5300 block of Dana Place, N.W.; and along Sherman Place, N.W. between Cushing Place, N.W. and Edmunds Place, N.W. Listrani's shall instruct its pizza/food delivery vehicles not to travel in the 5300 block of Dana Place, N.W. at any time. The ANC may consider any violation of this travel restriction a breach of this Agreement.

4. DELIVERIES All Listrani's trash/garbage pick-ups and vendor deliveries shall be made between 8:00 a.m. and 6:00 p.m. Monday-Friday and 9:00 a.m. and 6:00 p.m. Saturdays. No trash/garbage pick-up or vendor deliveries will be permitted on Sundays. Listrani's shall instruct its vendors not to permit their vehicles (including, but not limited to, delivery trucks/vans, garbage/trash trucks, repair vans, salesperson's

vehicles) to travel in the 5300 block of Dana Place, N.W. or on Sherrier Place, N.W. at any time. From the date hereof, Listrani's will inform its vendors that it does not wish to accept deliveries or services from vendors whose vehicles are parked, legally or illegally, in the 5300 block of Dana Place, N.W., or in the 5000 block of MacArthur Boulevard, N.W. Listrani's will ask that those instructions be placed on the invoice carried by vendor truck drivers. Our mutual goal is that all such activities shall be restricted to vehicles parked legally in the 5100 block of MacArthur Boulevard, N.W. Should an unloading/ loading infraction occur, in violation of the aforementioned understanding, a Listrani's manager, with or without notification, will be dispatched immediately to instruct the vendor vehicle(s) to move to an approved area for unloading/loading.

5. LOADING ZONE Having taken into account neighborhood wishes, the ANC and Listrani's in good faith jointly shall request the District of Columbia Department of Public Works to restore the MacArthur Blvd., N.W. loading zone (5104 - 5110 MacArthur Blvd., N.W.) and extend the loading zone an additional twenty-two (22) feet in a northern direction (toward Maryland) to safely accommodate the large transport trucks that make deliveries to Listrani's. During the loading zone's designated hours of operation, Listrani's will prohibit all employees from parking/standing in the loading zone. Listrani's will strictly enforce this parking prohibition.

6. SAFE VEHICLE OPERATION Listrani's shall require and enforce the safe operation of all vehicles associated with the restaurant and its pizza/food delivery business (to include, but not be limited to, employees, friends and family members of the aforementioned, repair/ maintenance workers, salespeople, and vendors). All vehicles shall operate in strict compliance with all motor vehicle, traffic safety, and parking regulations of the District of Columbia at all times in particular, but not

limited to, speeding, illegal U-turns and T-turns, blocking intersections and streets, double parking, blocking driveways, illegal parking/standing/ loading/unloading in violation of posted signs..

7. NUISANCES In order to minimize disruption to the immediate neighborhood, Listrani's shall undertake such measures as are required to prevent neighborhood nuisances including the loud playing of music, honking of horns, loitering (including, but not limited to, eating, drinking, littering, smoking, partying, picnicking, inappropriate display of affection, and urinating), illegal operation of vehicles, repairing, washing or polishing of vehicles, or other forms of disruptive or inappropriate conduct on the part of Listrani's employees or persons associated with employees including, but not limited to, friends and family members, and repair/maintenance workers, salespeople, and vendors. All employee smoking shall be restricted to Listrani's side stairwell <sup>landing</sup> which exits onto <sup>Dana Place</sup> ~~MacArthur Blvd.~~, N.W. at the front of 5102 MacArthur Blvd., N.W. JEL  
Wm

8. PERIMETER MAINTENANCE At all times, Listrani's shall keep the perimeter of its premises clean and free of all garbage, grease and litter (including paper/plastic cups, beverage cans/bottles, cigarette/cigar butts, paper/cardboard, snack food wrappers, cigarette packages, gum, leaves, etc.), in particular, but not limited to, the area surrounding the garbage/trash room. To prevent defacing and soiling the street and the public sidewalk adjacent to Listrani's trash/garbage room, Listrani's shall comply with the terms and conditions set forth in Richard T. and Eileen Listrani's letter of application for use of the public space to store Listrani's garbage/trash (Letter dated 11/6/86 to Chief of Public Space Permits, Department of Public Works, District of Columbia): [Listrani's will] "Continue to process elimination of garbage in our in-house commercial disposal. Compact solid waste in our

in-house commercial compactor, packaging it in heavy duty trash bags. Also we are ordering a special ... hand cart to transport trash over the sidewalk to and from the enclosure. Continue use of covered trash containers. Continue daily clean sweep of sidewalk after trash pick up, including surrounding area, in order to foster a good image of Listrani's with its patrons and the community. Regularly clean and sanitize the enclosure." Listrani's shall use a cleaning agent (non-damaging to pavement or vegetation) to remove all grease, garbage residue and stains from the adjacent public space, sidewalk, tree lawn, and street; shall take all necessary measures to ensure sanitary, odor free, pest and rodent-free conditions; and shall prevent the grease, garbage and litter from being washed onto and defacing adjoining properties. In the event that debris, grease, litter, or other residue is washed onto any adjoining properties, Listrani's will take prompt measures with notification to and permission from affected property owners to remove the offending materials and to restore safe, sanitary conditions, providing that such affected property owners release Listrani's from any liabilities arising from good-faith, reasonable efforts to so remove and restore.

9. BREACH Listrani's shall notify and shall instruct all persons affected by this Agreement, including, but not limited to, employees, repair/maintenance workers, salespeople, and vendors about the terms and conditions of the Agreement. In the event of breaches of the conditions recited in this Agreement, Listrani's will rectify such matters as are reported to it by the ANC, neighbors, or other affected parties. Such reports of breaches shall be as prompt and specific as reasonably possible, including date, time, place and description of persons/vehicles involved including vehicle license tag numbers, if relevant. Upon the receipt of a report of a violation, Listrani's shall dispatch a supervisory employee within ten (10) minutes to

verify the violation and take appropriate action to correct the violation. Listrani's agrees to undertake such reasonable measures, including suspension of offending employees or vendor relationships to enforce and give effect to the conditions of this Agreement. Upon request of the ANC and within seven (7) days of the request, Listrani's will provide written advice of the action or actions taken to rectify, and/or to preclude repetition of, any breach of the conditions of this Agreement reported in the manner herein provided. *OK W*

10. INCORPORATE TEXT The parties request that the text of the instant Agreement be incorporated in an order of the Board granting Listrani's application, conditioned upon Listrani's compliance with the terms hereof.

11. SHOW CAUSE Listrani's acknowledges that failure to adhere to the foregoing commitments will constitute grounds for the ANC to petition the AEC Board for issuance of an Order to Show Cause, pursuant to 23 D.C.M.R. 1513.5, to gain Listrani's compliance with the terms of this Agreement. Prior to so petitioning, however, the ANC shall notify Listrani's of any perceived violations and afford Listrani's a minimum of seven (7) calendar days in which to address or rectify the perceived violation. The foregoing remedy is without prejudice to any other remedies available to property owners and residents.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day above written.

F.G Farah and Partners, LLC

By: *[Signature]*

*President*  
*Farah*

ANC 3D

By: *[Signature]*

Chair & Commissioner 3D-05

Government of the District of Columbia  
ADVISORY NEIGHBORHOOD COMMISSION 3-D  
P.O. Box 40846  
Palisades Station  
Washington, D.C. 20016

200 APR 25 AM 9:14

## Fax Cover Sheet

DATE: April 24, 2000 TIME: 2:27 PM  
TO: Mr. Rodney Woodson, Chair, ABC Control Division FAX: 442.9563  
FROM: Eleanor Roberts Lewis, Chair, ANC3D FAX: 202-363-4130 (also phone)  
RE: ABC Liquor License Renewal #549 (DR) Listrani's Italian Gourmet, 5100 MacArthur Blvd. NW

Number of pages including cover sheet: 8

### Message

Attached please find a letter in which ANC3D indicates its support of Listrani's liquor license renewal on the condition that an updated version of the current voluntary agreement was executed. Such an agreement is enclosed with this fax.

Listrani's hearing is May 10 with comments due by April 25. Please make this part of the record. An original letter and copy of the agreement will be mailed first class to you prior to the hearing.

If you have any questions, please call our Administrator, Beverley Monroe at 363-4130. Thank you.

549

AGREEMENT

Made this 8<sup>th</sup> day of Dec, 1998 by and between F.G. Farah and Partners, LLC t/a Listrani's Italian Gourmet (hereinafter "Listrani's") and Advisory Neighborhood Commission (ANC) 3D (hereinafter "ANC").

WHEREAS, Listrani's has filed with the District of Columbia Alcoholic Beverage Control (ABC) Board (hereinafter "the Board") an application for a Retailer's license Class DR, authorizing the sale of wine and beer, only, for on-premises consumption; and,

WHEREAS, the parties desire to enter into a voluntary agreement, pursuant to 23 D.C.M.R. Section 1513, commemorating their several agreements;

NOW, THEREFORE, the parties agree as follows:

1. OPERATIONS Sale of wine and beer at Listrani's will be limited to dining patrons. In no event will service of wine and beer be made to persons other than those visiting Listrani's for bona fide food service. Areas of sit-down food service shall not be expanded beyond Listrani's present dining rooms. Listrani's dining room opens at 11:00 a.m. daily and admits patrons for food service until 10:00 p.m. Sunday through Thursday evenings, and until 12:00 midnight on Friday and Saturday evenings. No customers shall be admitted after those hours.

2. PATRON PARKING If a Listrani's patron blocks a driveway, a Listrani's manager, immediately upon notification, will make a restaurant-wide

announcement in order to identify the driver and secure removal of the vehicle. Listrani's has made arrangements with First Union Bank to allow restaurant parking in their lot at 5201 MacArthur Blvd., N.W. after 5:00 p.m. daily. On a continuing basis, by use of window and menu notices and "table tents", Listrani's will encourage its patrons to park in Listrani's off-street parking facility and/or park legally at all times. If Listrani's off-street parking arrangements with First Union Bank become unavailable, Listrani's will secure comparable substitute off-street parking arrangements within sixty (60) days and provide the details of these arrangements, in writing, to the ANC.

3. EMPLOYEE/VENDOR PARKING All Listrani's employees (the term "employees" being understood to include, for purposes of this document, all personnel including, but not limited to, owners, managers, all categories of restaurant workers, and pizza/food delivery drivers), their friends and family members, and repair/maintenance workers, salespeople, and vendors agree to park legally at all times. The aforementioned individuals shall be instructed to park legally in the following locations: the north side of the 5000 block of Dana Place N.W., except in front of 5041 and 5043 Dana Place, N.W.; the 5100 block of MacArthur Boulevard, N.W., and Listrani's off-street parking referenced in Paragraph 2.

Listrani's employees, their friends and family members, and repair/maintenance workers, salespeople, and vendors shall be prohibited from parking in the following locations: the 5000 block of MacArthur Boulevard, N.W.; in front of 5041 and 5043 Dana Place, N.W.; the 5300 block of Dana Place, N.W.; and along Sherrier Place, N.W. between Cushing Place, N.W. and Edmunds Place, N.W. Listrani's shall instruct its pizza/food delivery vehicles not to travel in the 5300 block of Dana Place, N.W. at any time. The

ANC may consider any violation of this travel restriction a breach of this Agreement.

4. DELIVERIES All Listrani's trash/garbage pick-ups and vendor deliveries shall be made between 8:00 a.m. and 6:00 p.m. Monday-Friday and 9:00 a.m. and 6:00 p.m. Saturdays. No trash/garbage pick-up or vendor deliveries will be permitted on Sundays. Listrani's shall instruct its vendors not to permit their vehicles (including, but not limited to, delivery trucks/vans, garbage/trash trucks, repair vans, salesperson's vehicles) to travel in the 5300 block of Dana Place, N.W. or on Sherrier Place, N.W. at any time. From the date hereof, Listrani's will inform its vendors that it does not wish to accept deliveries or services from vendors whose vehicles are parked, legally or illegally, in the 5300 block of Dana Place, N.W., or in the 5000 block of MacArthur Boulevard, N.W. Listrani's will ask that these instructions be placed on the invoice carried by vendor truck drivers. Our mutual goal is that all such activities shall be restricted to vehicles parked legally in the 5100 block of MacArthur Boulevard, N.W. Should an unloading/loading infraction occur, in violation of the aforementioned understanding, a Listrani's manager, with or without notification, will be dispatched immediately to instruct the vendor vehicle(s) to move to an approved area for unloading/loading.

5. LOADING ZONE Having taken into account neighborhood wishes, the ANC and Listrani's in good faith jointly shall request the District of Columbia Department of Public Works to restore the MacArthur Blvd., N.W. loading zone (5104 - 5110 MacArthur Blvd., N.W.) and extend the loading zone an additional twenty-two (22) feet in a northern direction (toward Maryland) to safely accommodate the large transport trucks that make deliveries to Listrani's. During the loading zone's designated hours of operation,

5  
Listrani's will prohibit all employees from parking/standing in the loading zone. Listrani's will strictly enforce this parking prohibition.

6. SAFE VEHICLE OPERATION Listrani's shall require and enforce the safe operation of all vehicles associated with the restaurant and its pizza/food delivery business (to include, but not be limited to, employees, friends and family members of the aforementioned, repair/maintenance workers, salespeople, and vendors). All vehicles shall operate in strict compliance with all motor vehicle, traffic safety, and parking regulations of the District of Columbia at all times in particular, but not limited to, speeding, illegal U-turns and T-turns, blocking intersections and streets, double parking, blocking driveways, illegal parking/standing/loading/unloading in violation of posted signs.

7. NUISANCES In order to minimize disruption to the immediate neighborhood, Listrani's shall undertake such measures as are required to prevent neighborhood nuisances including the loud playing of music, honking of horns, loitering (including, but not limited to, eating, drinking, littering, smoking, partying, picnicking, inappropriate display of affection, and urinating), illegal operation of vehicles, repairing, washing or polishing of vehicles, or other forms of disruptive or inappropriate conduct on the part of Listrani's employees or persons associated with employees including, but not limited to, friends and family members, and repair/maintenance workers, salespeople, and vendors. All employee smoking shall be restricted to Listrani's side stairwell which exits onto MacArthur Blvd., N.W. at the front of 5102 MacArthur Blvd., N.W.

8. DANA PLACE DOOR To lessen Listrani's negative impact on the peaceful enjoyment of their homes by the adjacent neighbors, and once the loading zone referenced in Paragraph 5 is reinstated, Listrani's will endeavor

to reduce its utilization of the rear (Dana Place) door to its premises and move more of its loading/garbage removal/pizza and food delivery activity through their side door and stairwell which enter and exit directly onto MacArthur Blvd., N.W. Furthermore, Listrani's has expressed its intention to consider reconfiguring its lower level, as refrigeration equipment replacement becomes necessary, in order to eliminate utilization of the rear (Dana Place) door and stairwell. It is our mutual goal that all activity connected with Listrani's shall be eventually directed to MacArthur Blvd., N.W. where Listrani's has four (4) entrances/exits.

9. PERIMETER MAINTENANCE At all times, Listrani's shall keep the perimeter of its premises clean and free of all garbage, grease and litter (including paper/plastic cups, beverage cans/bottles, cigarette/cigar butts, paper/cardboard, snack food wrappers, cigarette packages, gum, leaves, etc.), in particular, but not limited to, the area surrounding the garbage/trash room. To prevent defacing and soiling the street and the public sidewalk adjacent to Listrani's trash/garbage room, Listrani's shall comply with the terms and conditions set forth in Richard T. and Eileen Listrani's letter of application for use of the public space to store Listrani's garbage/trash (Letter dated 11/6/86 to Chief of Public Space Permits, Department of Public Works, District of Columbia): [Listrani's will] "Continue to process elimination of garbage in our in-house commercial disposal. Compact solid waste in our in-house commercial compactor, packaging it in heavy duty trash bags. Also we are ordering a special canvass-sided (sic) hand cart to transport trash over the sidewalk to and from the enclosure. Continue use of covered trash containers. Continue daily clean-sweep of sidewalk after trash pick up, including surrounding area, in order to foster a good image of Listrani's with its patrons and the community. Regularly clean and sanitize

the enclosure." Listrani's shall use a cleaning agent (non-damaging to pavement or vegetation) to remove all grease, garbage residue and stains from the adjacent public space, sidewalk, tree lawn, and street; shall take all necessary measures to ensure sanitary, odor free, pest and rodent-free conditions; and shall prevent the grease, garbage and litter from being washed onto and defacing adjoining properties. In the event that debris, grease, litter, or other residue is washed onto any adjoining properties, Listrani's will take prompt measures with notification to and permission from affected property owners to remove the offending materials and to restore safe, sanitary conditions, providing that such affected property owners release Listrani's from any liabilities arising from good-faith, reasonable efforts to so remove and restore.

10. BREACH Listrani's shall notify, in writing, and shall instruct all persons affected by this Agreement, including, but not limited to, employees, repair/maintenance workers, salespeople, and vendors about the terms and conditions of the Agreement. In the event of breaches of the conditions recited in this Agreement, Listrani's will rectify such matters as are reported to it by the ANC, neighbors, or other affected parties. Such reports of breaches shall be as prompt and specific as reasonably possible, including date, time, place and description of persons/vehicles involved including vehicle license tag numbers, if relevant. Upon the receipt of a report of a violation, Listrani's shall dispatch a supervisory employee within ten (10) minutes to verify the violation and take appropriate action to correct the violation. Listrani's agrees to undertake such reasonable measures, including suspension of offending employees or termination of vendor relationships to enforce and give effect to the conditions of this Agreement. A first offense of any of the prohibitions of Paragraphs 3, 6, 7 will be

punished by Listrani's suspension of the subject employee for the employee's next three (3) work shifts. A second offense by the same employee will result in a more severe punishment. Upon request of the ANC and within seven (7) days of the request, Listrani's will provide written advice of the action or actions taken to rectify, and/or to preclude repetition of, any breach of the conditions of this Agreement reported in the manner herein provided.

11. INCORPORATE TEXT The parties request that the text of the instant Agreement be incorporated in an order of the Board granting Listrani's application, conditioned upon Listrani's compliance with the terms hereof.

12. SHOW CAUSE Listrani's acknowledges that failure to adhere to the foregoing commitments will constitute grounds for the ANC to petition the ABC Board for issuance of an Order to Show Cause, pursuant to 23 D.C.M.R. 1513.5, to gain Listrani's compliance with the terms of this Agreement. Prior to so petitioning, however, the ANC shall notify Listrani's of any perceived violations and afford Listrani's a minimum of seven (7) calendar days in which to address or rectify the perceived violation. The foregoing remedy is without prejudice to any other remedies available to property owners and residents.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day first above written.

F.G. Farah and Partners, LLC

By: 

President

ADVISORY NEIGHBORHOOD COMMISSION 3D

By: 

Eleanor Roberts Lewis  
Commissioner 3D-05